

RESOLUTION NO. 2011-79

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE TORRANCE PROFESSIONAL
AND SUPERVISORY ASSOCIATION, AND REPEALING RESOLUTION
NO. 2010-108.**

The City Council of the City of Torrance does hereby resolve as follows:

SECTION I

That Resolution No. 2010-108 is hereby repealed in its entirety.

SECTION II

The following Agreement between representatives of Management and the representatives of the Torrance Professional and Supervisory Association is hereby approved in its entirety to read as follows:

MEMORANDUM OF UNDERSTANDING

**TORRANCE PROFESSIONAL AND SUPERVISORY ASSOCIATION
(TPSA)**

2011 - 2012

**A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND
WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE
PROFESSIONAL AND SUPERVISORY ASSOCIATION**

An Agreement of the undersigned representatives of the Torrance Professional and Supervisory Association (TPSA) and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of June 28, 2011 to June 30, 2012, and was reached through agreement of the undersigned parties.

Signed this 23rd day of June 2011.

Management

/s/ Melody Lawrence

TPSA

/s/ Leslie Cortez

/s/ John Drakodaidis

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ARTICLE 1 - PREAMBLE

SECTION 1.1 INTRODUCTION

The following is the Agreement regarding hours, wages and working conditions between the City of Torrance and the Torrance Professional and Supervisory Association. Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY RANGE

- A. Starting Pay Rates:
Original appointment to a class shall normally be made at the first step. Upon recommendation of the department head, and approval of the City Manager, initial compensation may be at a higher monthly rate within the range for the class, based either on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class; or a temporary shortage of applicants for the class involved; and further provided that, in the latter case, all current employees in the same class involved who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.
- B. Step Advancement:
Base pay step advancement within a pay range shall be on the anniversary date of each year of service, to the maximum step of the base pay range. Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after one year in the case of base steps, and two years for extended steps.)
- C. Accelerated Step Advancement:
A department head may recommend to the City Manager early advancement of part or all of a basic pay or extended step based on outstanding performance.

SECTION 2.2 EXTENDED STEPS

- A. The following class does not receive extended steps or longevity:
Information Technology Specialist
- B. Timing
Advancement to the first extended step shall commence on the anniversary date following the first anniversary at top step for the base range. Step advancement to each successive extended step shall begin on the start of the first pay period following the first day of the third year in step. However, the time shall be longer if Section 2.1 b and c apply. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.
- C. Evaluation
A below standard evaluation in either of the two rating periods directly before the date of step advancement shall delay the step advancement six months or until performance is standard or better. If an employee at the top extended step receives at some subsequent time a below standard performance rating, the department head with the City Manager's

approval may reduce the employee's pay an amount not to exceed 2.5% until performance rating returns to standard or better.

D. Conversion from Longevity

An employee who is converting from longevity to this extended step plan shall never receive less than the percentage of longevity pay before conversion.

Performance evaluations shall be given every twelve (12) months of employee service. A failure to provide a performance report within 30 days of the normal date shall be defined as standard for the purpose of this section.

SECTION 2.3 RATE OF PAY ON PROMOTION

Upon promotion, any employee covered by this Agreement shall receive the lowest step in the new range which provides 5% increase in base pay (to exclude longevity and any other pay).

SECTION 2.4 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, longevity pay, industrial accident leave, long term disability, holidays, vacation, and annual leave shall be based on continuous and total service as a regular employee.

- A. Leaves of absence without pay of ten working days or less and leaves with pay shall not interrupt continuous service nor be deducted from total service.
- B. Leaves of absence without pay, those days in excess of ten working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of three consecutive workdays shall be grounds for discharge.

SECTION 2.5 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis.

Payments due shall be paid on a biweekly basis unless otherwise specified in this Agreement. By mutual consent of the parties, more frequent payments and other modifications can be made.

Base pay shall be considered as the regular rate of pay for a particular classification without consideration of any premiums, longevity or extraordinary compensation.

At such time as the City has the capability of paying compensation via electronic fund transfer, the City shall make such a plan available at no cost to the employees covered by this Agreement.

ARTICLE 3 - COMPENSATION

SECTION 3.1 PAY RANGES AND CLASS TITLES

- A. The pay grades described on the following pages hereby assigned to the classifications of the following TPSA employees.

Members of this group are participants in a PARS program. The Association may wish to utilize a percentage from the grid below to fund an additional enhancement to the existing

PARS program. If this is implemented, a percentage no greater than 3.5% may be used and the grid below will be adjusted to reflect that reduction.

BASE HOURLY PAY RANGE

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accountant, Senior	31.20	32.76	34.40	36.12	37.02*	37.93*	38.88*	39.87*		
Administrative Analyst ¹ – Tier 1	24.69	25.93	27.74	29.12	30.56	32.71	34.35	36.06	37.86	39.76
Administrative Analyst ¹ – Tier 2	29.04	30.48	32.03	32.82	33.59	34.45*	35.35*	37.12*	38.98*	
Air Conditioning & Heating Supervisor	34.55	36.29	38.10	40.01	42.04	44.14				
Airport Operations Supervisor	25.62	26.90	28.24	29.65	31.14	32.69				
Animal Control Supervisor	24.66	25.88	27.18	28.55	29.96					
Building Inspection Supervisor	36.90	38.73	40.69	41.68*	42.75*	43.79*				
Building Maintenance Supervisor	32.91	34.54	36.28	38.09	39.05	39.98	41.02	42.05		
Buyer	23.92	25.59	26.86	28.19	29.58	30.33*	31.11*	31.87*	32.65*	
Cable TV Producer Writer	22.88	24.02	25.22	26.50	27.82	28.51*	29.22*	29.95*	30.70*	
Central Services Coordinator	22.72	23.84	25.05	26.29	27.60	28.29*	29.03*			
Central Services Supervisor	30.66	32.18	33.79	0.00	0.00					
Communications Supervisor/Wireless	34.35	36.05	37.86	39.76	41.75					
Communications Supervisor/Telecomm	34.35	36.05	37.86	39.76	41.75					
Emergency Medical Services Nurse♦	5,919	6,215	6,526	6,852	7,194					
Emergency Services Coordinator	35.75	37.54	39.42	41.40	43.47					
Facilities Service Supervisor	26.43	27.76	29.13	30.56	31.35*	32.13*				
Fleet Services Supervisor	32.41	34.03	35.74	37.52	39.40					
Forensic Identification Specialist	26.61	27.94	29.33	30.80	32.34					
Forensic Supervisor	37.44	39.31	41.28	43.34	45.51					
Identification Analyst	24.10	25.27	26.59	27.97	29.49	30.22*	30.96*	31.74*	32.55*	
Information Technology Analyst	32.73	34.38	36.08	37.90	39.80	42.88	43.87			
Information Technology Specialist	26.78	28.10	29.51	30.99	32.54	34.15	35.86			
Juvenile Diversion Case Worker	22.13	23.23	24.41	25.63	26.89	28.24	29.64			
Juvenile Diversion Coordinator	34.14	35.85	37.65	39.53	41.50					
Librarian, Senior	33.22	34.86	36.59	38.42						
Park Services Supervisor	29.76	31.25	32.82	34.46	36.21	38.02				
Police Records Administrator	36.92	38.73	40.70	42.73	44.86					
Police Operations Supervisor	23.83	25.00	26.28	26.94	27.55*	28.27*	29.00*	29.74*		
Producer Writer, Assistant	17.16	18.03	18.91	19.88	20.86	21.91	22.99			
Public Safety Communications Supv.	30.33	31.87	33.46	35.15	36.92	38.77				
Public Works Supervisor	29.76	31.25	32.82	34.46	38.02					
Records Management Coordinator	23.72	24.91	26.14	27.46	28.14*	28.83*	29.58*	30.29*		
Senior Administration Assistant	23.19	24.34	25.52	26.82	27.47*	28.18*				
Senior Forensic Identification Specialist	32.34	33.96	35.66	37.44	39.31	40.30	41.30			

¹ Administrative Analyst Tiers 1 and 2 as described below:

Tier 1: Indicates that progression to these steps is contingent upon passing a competency test. Incumbents on Step 3 will be eligible for the journey level test and incumbents on Step 6 will be eligible for the senior level test. Competency testing will be offered on a biannual basis. In order to be eligible to test, incumbents must be on either Step 3 or Step 6 at the time the applicable test is offered.

Tier 2: Applies to incumbents in the class of Administrative Analyst hired prior to 1/17/00 pending passing of the applicable level of competency test under Tier 1.

Incumbents hired prior to 1/17/00 who do not pass or choose not to take the competency test will remain at the Tier 2 grid until they pass the test. Once all incumbents are no longer on the Tier 2 grid, the grid will be eliminated.

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Supervising Administrative Assistant	25.73	27.02	28.37	29.79	30.54*	31.30*				
Systems Analyst	39.82	41.80	43.89	46.07	48.39					
Traffic & Lighting Supervisor	34.55	36.29	38.10	40.01	42.04	44.14				
Transit Supervisor	26.68	28.02	29.43	30.92	32.46					
Warehouse Supervisor	27.24	28.61	30.02	31.57	33.10					
Waste Management Coordinator	29.58	31.06	32.61	34.24	36.00					
Water Service Supervisor	29.12	30.56	32.11	33.71	35.39	37.16	39.02			
Water Service Supervisor, Senior	42.77	44.91	47.16							

* = Extended Step

♦ = *Monthly Rate*

Bolded Step indicates the progression to step is contingent on passing applicable level of competency test.

SECTION 3.2 PREMIUM PAY

- A. Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignment in the areas described in this Section shall receive premium pay only while so assigned. Such premium pay shall be for the hours actually worked in the assignment.
- B. Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this Section for any particular assignment.
- C. Removal of employees from premium pay for disciplinary or reasons of incompetence or abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair action.
- D. Designated Assignments:
 1. Senior Administrative Assistants who take dictation at 100 wpm shall receive a premium of 5%. The Civil Service Department shall test for this skill. Incumbents as of September 13, 1990 do not have to test for shorthand skills at this level. Senior Administrative Assistants hired after October 11, 2009 shall not be eligible for this premium.
 2. An additional premium of 3% of base pay shall be given for taking dictation at 10 wpm above the minimum standard for the classification of Senior Administrative Assistant. An additional premium of 2% of base pay for typing 20 wpm above the minimum standard for the class. Senior Administrative Assistants hired after October 11, 2009 shall not be eligible for this premium.
 3. The Supervising Administrative Assistant in the City Council budget assigned the responsibility of coordinating City Council Committee meetings, plans, and other specialized Council activities shall receive 5% premium pay while so assigned.
 4. The Supervising Administrative Assistant assigned to the City Manager shall receive 10% premium pay.
 5. Any Water Service Supervisor assigned coordinating responsibilities in Water Administration shall be paid a premium of 5% of base pay while so assigned.
 6. The Park Services Supervisor assigned to the Equipment Management Program or other special administrative duties shall receive in addition to base pay a 7% premium while so assigned.
 7. The Police Operations Supervisor on the day shift who acts in a lead capacity in Records shall receive 7.5% while so assigned.
 8. The Park Services Supervisor who possesses a valid Pest Control Advisor license from the State of California and who is designated by the Department Head to provide

necessary reporting requirements for the City's pest control program shall receive a 7.5% premium while so assigned. This will only be utilized so long as the State program is in effect.

9. The Systems Analyst assigned supervisory duties shall be paid a premium of 5% while so assigned.
10. Senior Librarians who work on Sundays to supervise the outside staffing contract shall receive a 10% premium for "Sunday work." This is in addition to any overtime pay.
11. Water Service Supervisors shall be eligible for premiums as noted in Attachment C.
12. The Public Works Supervisor and Park Services Supervisor who possesses a valid Qualified Applicator Certification which is required for incumbents who supervise the application of pesticides shall receive a 2.5% premium. This will only be utilized so long as the State program is in effect.
13. The Information Technology Analyst assigned supervisory duties shall be paid a premium of 5% while so assigned.
14. The Administrative Analyst assigned City Yard supervision duties shall be paid a premium of 15% while so assigned. The Public Works Director has the sole discretion to assign or remove the premium at any time.

E. Certification Pay

1. Systems Analysts, Information Technology Analysts, and Information Technology Specialists who possess certifications as listed in Attachment B shall be eligible to obtain a maximum of 15% in premiums as designated.
2. The Senior Water Service Supervisor who possesses certifications as listed in Attachment D shall receive premiums as designated.
3. The Public Works Supervisor assigned to the Waste Water/Sweeping Section of the Sanitation Division of the Public Works Department who possesses a Collection System Maintenance Grade 4 Certificate shall receive a 10% premium as designated.
4. Supervising Administrative Assistants and Senior Administrative Assistants who possess certifications as listed in Attachment F shall be eligible to obtain a maximum of 5% in premiums as designated. Senior Administrative Assistants who receive premiums noted in Section 3.2(D)(1) or Section 3.2(D)(2) above shall be eligible to receive certification pay provided it does not exceed 5% when combined with premium pay for dictation or typing.

SECTION 3.3 EDUCATIONAL INCENTIVE PROGRAM FOR BUILDING INSPECTION SUPERVISOR

Effective July 2, 1989, the Building Inspection Supervisors should seek to continue their education, improve their skills, and keep themselves informed of the state of the art of their specific skill area.

A. ICBO Program:

1. Employees in the Building Inspection Series who have obtained an ICBO certificate in one of the certified areas shall receive 4% of base pay computed on an hourly basis as educational incentive premium.
2. The City will provide the initial and ongoing test fee for the ICBO examination in any of the fields out of the training budget in the Human Resources Department.
3. This educational incentive premium shall be increased two percent for each additional certificate held by an employee to a maximum of 12%. Each additional certificate must be related to the employee's normal assignments as well as those back-up assignments an employee might reasonably be expected to carry out.

4. Certificates must be maintained by the recertification provisions of the ICBO, provided, however, that the department head, with the approval of the City Manager, may authorize a delay of updating the certificate on the basis of hardship.
5. Failure to maintain a certification will result in a loss of 2% for each year's delay of recertification.
6. If the ICBO certification program is discontinued, the representatives of Management and TPSA shall meet and confer to establish equivalent requirements for an internal certification program.

ARTICLE 4 - BENEFITS

SECTION 4.1 EMPLOYEE INSURANCE

A. Medical and Life Insurance

1. The City shall pay the PERS statutory minimum per month per employee for active and retired employee health insurance. The PERS statutory minimum employer contribution can only apply toward the health insurance plans. If the employees does not participate in the insurance plans, the PERS statutory minimum cannot be used for any other purpose. This amount may be increased by statute.
2. Active Employees:
In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

	No Coverage	1 Party	2 Party	Family
PERS Mandated Amount	\$0	By Statute	By Statute	By Statute
City Cafeteria Contribution	\$0	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	\$0	\$392.68	\$785.36	\$1020.96
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

Members who opt out of the cash contribution option cannot select that option in the future. Employees hired after May 22, 2007, will only have the option of single, two-party or family health insurance coverage.

Given the increases to the health insurance premiums provided by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., City cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to “grandfather” existing employees as of May 22, 2007, with their current cafeteria cash amount of \$226.01. Employees hired after May 22, 2007, will not be eligible for the cash in lieu of selecting a health insurance plan option.

3. The accumulated savings created by the active employee who does not participate in the PERS Insurance Plan will be reallocated within the Torrance Professional and Supervisory Association Memorandum of Understanding so long as it is for a one time only, non-recurring benefit. The amount shall be computed by crediting the number of employees not participating in the program in a given month multiplied by \$80.80. It will be based on the past year's savings. (The amount shall be credited at the time the

new salary resolution is adopted each year, paid at the second year and July 1 each year thereafter.)

4. The City shall continue such health insurance premiums up to the amount covered by this section during a legitimate medical leave of absence for a period not to exceed eight months for any employee covered by this agreement.
5. Medical Insurance for **part time** employees **hired prior to January 1, 2008:**

	1 Party	2 Party	3 Party
PERS Mandated Amount	\$97.00	\$97.00	\$97.00
City Cafeteria Contribution	\$248.79	\$577.48	\$774.66
Total	\$345.79	\$674.48	\$871.66

Medical Insurance for **part time** employees **hired after January 1, 2008:**

	1 Party	2 Party	3 Party
PERS Mandated Amount	\$97.00	\$97.00	\$97.00
City Cafeteria Contribution	\$151.84	\$348.18	\$465.98
Total	\$248.84	\$445.18	\$562.98

- B. Term Life
Employees covered under this agreement shall receive a life insurance policy in the amount of no less than \$50,000 effective FY 2005-2007.
- C. Short/Long Term Disability
 1. Employees shall be covered by the commercial short-term disability (STD) / long-term disability (LTD) program as follows:
 - a. An employee must request a medical leave of absence in connection with a request for such benefits.
 - b. After an elimination period, employees may be eligible to receive $\frac{2}{3}$ of their base pay under either STD or LTD as applicable under the guidelines of the commercial insurance policy.
 - c. All provisions of the plan are in accordance with the commercial insurance policy.
 - d. The City intends to maintain a commercial disability policy which covers the employees to a maximum of $\frac{2}{3}$ pay, to be coordinated with other benefits the employee may receive. If this coverage is no longer available, due to costs or premiums or other market fluctuations, the parties will meet and confer to arrive at a means of maintaining the level of benefit.
- D. Premium Continuance:
The City will receive and forward to the health insurance carrier premiums of employees who retire after August 17, 1975 or dependents in case of death of the employee. Such payments shall be made only if authorized by the insurance plans and can continue only as long as the insured forwards in a timely manner to the City the necessary premium amount. The City shall not in any way be held responsible if the retiree or dependent fails to forward sufficient funds to pay such premium.
- E. Dental Insurance:
All employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used. If employees want to cover additional family members, additional insurance may be purchased.

F. Vision Insurance

All employees covered under this agreement will receive at no cost to the Association one-party vision insurance. This benefit has no cash value if not used. If employees want to cover additional family members, additional insurance may be purchased for.

SECTION 4.2 RETIREMENT

Employees covered by this Agreement shall be covered by the Public Employees Retirement System (PERS).

- A. All employees covered by this Agreement shall be covered by the highest year PERS retirement option (per Government Code § 20042).
- B. Effective July 10, 1983, the City shall pay 7.0% of the amount paid of the Public Employees Retirement System on behalf of each employee. These contributions shall at the time of termination belong to the employee.
- C. The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EPMC) and will be reported to PERS as compensation.
- D. Effective November 9, 2010, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.
 - 1. Section 4.2(C) would no longer be applicable.
- E. Effective by enabling action of the City Council of the City of Torrance and the California Public Employees Retirement System, employees covered by this agreement shall receive the 2% at 55 benefit (per Government Code § 21354).
- F. PARS Defined Benefit Plan
 - 1. There is hereby established a supplemental retirement system called PARS.
 - 2. PARS is a private retirement plan administered by Public Agency Retirement Services; and
 - 3. The PARS benefit is described in the Plan document which is on file in the City Clerk's Office.
 - 4. The employee organization did not take a pay grid adjustment for the period starting January 25, 2004. The amount of 2.32% from January 25, 2004 to June 30, 2004, and another 2.32% from July 1, 2004 to the start of a new agreement (for a total of 4.64% carried forward) was used to fund the PARS benefit.
 - 5. If, in the future, the amount of City contribution towards the plan exceeds the 4.64%, the employee organization agrees that the employee organization will fund the plan by a reduction in the future pay grids of employees covered by the Memorandum of Understanding, to be discussed by meet and confer process.
 - 6. Further costs for the administration of the plan, such as actuarial studies and other expenses will be paid for from the plan itself and not by the City.
 - 7. The employee organization further agrees that when conducting future salary surveys, the Torrance salaries will be increased by a total of 4.64% for comparison purposes, along with any future pay adjustments, either up or down. There is a possibility of a grid adjustment downward in the event of underfunding of the PARS plan. The IT Specialists previously received a pay adjustment of 4.64% before being represented by TPSA, so this should be taken into consideration for future salary surveys.
 - 8. Any new classes moved into this agreement shall be subject to meet and confer for plan costing, surveys, and other aspects of this agreement.

SECTION 4.3 DEFERRED COMPENSATION

Employees covered by this Agreement shall be eligible to participate in the City-administered deferred compensation plans consisting of a 457 plan and a Retirement Health Savings Plan (RHSP).

Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation leave balance into the City's 457 plan up to the annual limit of deferred savings allowable for that year under federal law.

Enabling plan documents for the 457 and Retirement Health Savings plans are on file with the City Treasurer. All plans are subject to the rules and regulations of appropriate government code sections.

- A. The 457 plan is available for all employees. Employee contributions to this plan can include voluntary deductions from pay, excess for medical contributions, and cash received from accrued vacation and sick leave cash outs as described in Sections 4.7(I) for vacation leave and 4.5(D) for sick leave.
- B. Retirement Health Savings Plan
The Association may implement a Retiree Health Savings Plan during the term of this agreement.

SECTION 4.4 WORK-RELATED INJURIES

- A. For injuries sustained prior to August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
 - 1. Up to three (3) months during the first two (2) years of employment.
 - 2. Up to six (6) months during the third (3rd) year of employment.
 - 3. Up to twelve (12) months after four (4) years of employment for industrial injury.
 - 4. Such leave shall be at ninety percent (90%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.
- B. For injuries sustained on or after August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
 - 1. Up to three (3) months during the first two (2) years of employment.
 - 2. Up to six (6) months during the third (3rd) year of employment.
 - 3. Up to eight (8) months after four (4) years of employment for industrial injury.
 - 4. Such leave shall be at eighty-five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.
- C. Employees who are on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation and sick leave benefits the same as if they had been present for duty.
- D. An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.

- E. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
 - 1. The department head shall notify TPSA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.
- F. An employee on industrial leave shall inform the City of any current outside employment and/or such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.

SECTION 4.5 SICK LEAVE

- A. Introduction:
 - 1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.
 - 2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
 - 3. The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs. However, both parties understand that employees have legitimate needs to take time off. Neither side desires to inhibit employees from their legitimate right to use sick leave.
 - 4. Misuse of sick leave shall be grounds for disciplinary action.
- B. Sick Leave Use:

An employee shall be granted sick leave for the following reasons:

 - 1. Personal illness or injury:

Medical or dental appointments including preventative care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside of normal working hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee gives advance notice in accordance with departmental rules and regulations.
 - 2. Family illness or injury:

Illness, injury or medical appointment of a member of the employee's immediate family which requires the employee's presence. Immediate family for the purpose of this section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents, great-grandparents, grandchildren or great-grandchildren.
- C. Accrual Rate:

Permanent and probationary employees shall be granted sick leave in the following manner: Six hours for each month of service to a maximum of 600 hours accrued sick leave.

- D. Cash or Deferred Compensation Options:
1. Employees may select to convert any sick leave granted but unused over 300 hours into cash or 457 plan deferred savings. Conversion will be at the rate of one hour pay for each hour of unused sick leave.
 2. Any hours of sick leave which would have been granted over 600 hours accrued sick leave will be converted into cash or 457 plan deferred income on the basis of one hour pay for each hour of unused sick leave. Payment for deferral must be requested in Payroll prior to the end of the payroll period during which it is cashed out.
- E. Sick Leave Standard:
1. Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not related to a legitimate illness or injury which exceeds standard usage and/or which has a predictable pattern may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee shall be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.
 2. Components of the sick leave standard may include section/division/ department sick leave utilization average, taking into consideration the number of incidents and the number of hours used, patternistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.
- F. Notification of Sickness:
1. To receive compensation while absent on sick leave, employees shall notify the section/division/department in the manner provided in departmental rules and regulations stating whether the absence is for the employee or a family member.
 2. An employee who has been counseled about sick leave usage within the preceding 12 months may be advised, as part of said counseling, that he/she will be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two days or more.
 3. A department may require a written statement from a medical professional without prior counseling where the absence is greater than five consecutive work days or in cases where there is evidence of a specific violation of department work rules.
- G. Return from Sick Leave:
1. Upon return from sick leave, an employee may be required by the department head to report for examination by the City medical examiner to determine fitness for duty.
- H. Overtime Rate after Sick Leave:
1. In the event an employee is absent on sick leave during part of a week and subsequently is required to work on his/her regular day off, he/she shall be compensated in the same manner as for overtime. He/she may, however, be required to substantiate an illness by a written statement from an attending licensed physician or a personal affidavit.
 2. Said provisions shall not apply where an employee is called out for emergency work after hours and the overtime rate shall apply regardless of sick leave taken during the week.

3. For the purposes of call out, employees who are absent on sick leave will be placed in the position of least seniority on the day they are absent and will remain in that seniority ranking until they return to regular duty.

I. Conversion of Sick Leave Insurance:

1. At the time of termination after the appropriate years of service, an employee covered by this Agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
 - a. After 1 year of service, each hour of accumulated sick leave shall equal $\frac{1}{4}$ hour pay.
 - b. After 7 years of service, each hour of accumulated sick leave shall equal $\frac{1}{2}$ hour pay.
 - c. At retirement, each hour of accumulated sick leave shall equal one hour pay for each hour accrued.
 - d. At termination, all hours over 300 shall be cashed down at 100%. Below 300 hours, Sections i) and ii) shall apply.
2. Accumulated sick leave shall be converted into paid up life insurance on the basis that each hour of accumulated sick leave shall equal 100% of the hourly rate upon the death of an employee covered by this Agreement regardless of years of service, to be paid to the employee's beneficiary.
3. The annuity and the provisions of the annuity shall be specified by TPSA subject to consultation with Management.

J. Depleted Sick Leave:

Employees who have insufficient sick leave accrued to cover an absence may request the use of other accrued leaves according to department work rules. If no other accrued leaves are granted, employees are required to apply for a leave of absence without pay at the earliest possible time; that is, at the beginning of the leave or immediately upon return to work. Failure to submit the request for leave will constitute an unauthorized absence which could lead to disciplinary action. Such a request for leave shall not be unreasonably denied.

K. Personal Leave

Two work shifts of sick leave per fiscal year may be used by the employee for personal leave for which no verification is required. Such leave shall be utilized in a minimum of half shift increments. Employees who would like to use this personal leave must ask for approval from their supervisor. Such approval shall not unreasonably be denied. Specific procedures for requesting and taking the leave are pursuant to department/division rules and/or practices.

The amount used is deducted from sick leave and may not be carried over from year to year if the full two shifts are not used in one year. The time shall be taken in increments of no less than one full shift.

SECTION 4.6 HOLIDAYS

A. Holidays:

For the purpose of this agreement, the following days shall be considered holidays with pay for all classifications except Senior Librarian: New Year's Day, Martin Luther King Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the last working day prior to Christmas Day, Christmas Day, and the last working day prior to New Year's Day.

B. Senior Librarian Holidays:

1. For the purpose of this Agreement the following days shall be considered holidays with pay for employees in the classification of Senior Librarian: New Year's Day, Martin Luther King's Birthday; Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last working day prior to Christmas Day, Christmas Day, and the last working day prior to New Year's Day.
2. In addition, for those employees in the classification of Senior Librarian, Lincoln's Birthday, Washington's Birthday, Veteran's Day and the day after Thanksgiving shall be considered holidays; provided, however, such holidays shall be taken on a rotational basis subject to department head approval.

C. Pay for Holidays Worked:

Any employee scheduled to work on a holiday shall be compensated at the rate of one and one half times the regular hourly rate. (This is in addition to the regular work shift of holiday pay.)

Emergency work on any of the holidays expressly named in subsections A and B shall be compensated under Section 5.6 "Call Out."

D. Holidays for 9/80 participants

1. A holiday shall be a regular work shift (8 hour day = 8 hour holiday; 9 hour day = 9 hour holiday; 10 hour day = 10 hour holiday). A half-day holiday shall be a regular half-day work shift (4 hour day = 4 hour holiday; 4.5 hour day = 4.5 hour holiday; 5 hour day = 5 hour holiday).
2. If a holiday falls on an eight (8), nine (9) hour or ten (10) hour work day, the City will close and the employee will be off work with eight (8), nine (9), or ten (10) hours holiday pay depending on their regular work schedule.
3. If a holiday falls on a 9/80, 5/40 or 4/10 scheduled day off, the City will close and the employee will accrue eight (8), nine (9) or ten (10) hours of holiday leave (depending on their regular work schedule) which will be added to the employee's vacation leave balance.
4. If such addition would cause the employee's vacation balance to exceed the maximum allowable for vacation accrual, the employee shall receive holiday pay, at straight time, instead.
5. For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:
 - a. If a holiday falls on a Saturday and the prior Friday is an 8, 9 or 10 hour work day in which the employee is scheduled to work, the City will close and the employee will be off work with 8, 9 or 10 hours holiday pay depending on their regular work schedule.

If the holiday falls on a Saturday and the Friday before is the employee's 9/80, 5/40 or 4/10 scheduled day off, the City will close on Friday and the employee will accrue 8, 9 or 10 hours holiday leave which will be added to the employee's vacation leave balance. 4.6.d.4 also applies.

- b. If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work and receive their regularly-scheduled hours for that day as holiday pay.
- 6. For those employees whose regularly scheduled weekends are other than Saturday and Sunday, the following shall apply:
 - a. If the holiday falls on any scheduled day off, the employee shall receive eight (8), nine (9) or ten (10) hours vacation leave.
- 7. If an employee is required to work a holiday specified in the employee's Memorandum of Understanding, the MOU language governing holiday worked will be used for computation of pay.
- 8. If an employee is scheduled to work on an actual calendar holiday which is not a City-observed holiday date, he/she will be paid at time and one half for work on the actual holiday. In addition, he/she will receive their regularly scheduled hours as holiday pay on the City-observed holiday date or their regularly-scheduled hours as paid time, depending on departmental schedules.

SECTION 4.7 VACATION/ANNUAL LEAVE

- A. Effective October 2, 2000, employees covered by this Agreement shall earn combined vacation and annual leave prorated on an hourly basis as follows:
 - 1. Commencing with the 1st year of service, at the rate of 6.55 hours per month of employment.
 - 2. Commencing with the 3rd year of service, at the rate of 7.88 hours per month of employment.
 - 3. Commencing with the 5th year of service, at the rate of 10.55 hours per month of employment.
 - 4. Commencing with the 10th year of service, at the rate of 13.90 hours per month of employment.
 - 5. Commencing with the 21st year of service, at the rate of 15.22 hours per month of employment.
 - 6. Commencing with the 25th year of service, at the rate of 15.88 hours per month of employment.
- B. All paid time off for vacation, annual, administrative and sick leave is allocated on an hour by hour basis. Therefore, if an employee is off on a 9 hour day, the employee will be charged 9 hours; if an employee is off on an 8 hour day, the employee will be charged 8 hours; if an employee is off on a 10 hour day, the employee will be charged 10 hours.

With the implementation of a modified work week, employees are encouraged to schedule their routine appointments on the designated day off.

- C. Eligibility:
Only probationary or permanent employees shall earn vacation and annual leave and only while receiving compensation from or through the City and it shall be prorated on an hourly-earned basis.

- D. Scheduling:
The time of taking vacation or annual leave shall be requested by the employee with the approval of the department head or his/her designee. An employee may take vacation only in increments of two hours or more.
- E. Borrowing:
An employee may borrow up to 40 hours of unearned vacation subject to the approval of his/her department head.
- F. Maximum Accrual:
An employee may accrue vacation up to the amount earned over the preceding 36 months based on the vacation accrual table in Attachment G, provided, however, that vacation accrued in excess of 160 hours must receive department head approval.
- G. Effect of Holiday:
When an authorized holiday occurs during a vacation or annual leave period, such days shall not be deducted from earned vacation.
- H. Effect of Separation:
Any borrowed vacation or annual leave owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay.
- I. Pay for Vacation:
1. Active Employee – Annual optional cash out
Cash or deferral to 457 plan: An employee, subject to department head approval, may select each year to receive pay or to defer into the 457 plan vacation up to a maximum of 160 hours per fiscal year (28 days prior notice must be given for such a request) if at least 40 hours remain on the books. Pay may be taken as deferred compensation up to the maximum allowed by the IRS code.
 2. Separating or Retiring Employee - Deferral of Vacation Pay
457 Plan: Upon separation or retirement, employees may defer any amount into the plan up to limits allowed by law.

SECTION 4.8 BEREAVEMENT LEAVE

- A. Each employee covered by this Agreement shall be entitled to up to three work shifts of bereavement leave with pay per death per fiscal year. Additional leave of up to two work shifts may be granted by the department head due to a death which occurs out of state or in excess of 300 miles from the borders of the City of Torrance. In the event there is a question of the distance of a locale from the City, then a map of the Automobile Club of Southern California shall be the deciding factor in the applicability of this section.

All paid time off for bereavement leave is allocated on an hour by hour basis up to three work shifts, or an additional two work shifts if out of state. If an employee is off on a 10 hour day, the employee will be charged 10 hours. If an employee is off on a 9 hour day, the employee will be charged 9 hours. If an employee is off an 8 hour day, the employee will be charged 8 hours.

1. Such bereavement leave shall apply to a death in the immediate family as defined for family sick leave. In addition, up to one work shift of this leave may be used for a relative not named in the family sick leave listing, subject to verification of the department head.

2. Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.
3. The City has the right to require verification from the employee.

SECTION 4.9 COMPASSIONATE LEAVE

- A. In the event an employee covered by this Agreement dies, other represented employees may be granted up to three hours leave for the purpose of serving as pallbearer or to otherwise attend the funeral.
1. The number of employees who are granted this leave at one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.
 2. Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 4.10 FAMILY-SCHOOL PARTNERSHIP LEAVE

The parties agree that they will adhere to the State Law (Labor Code § 230.8) allowing 40 hours (a maximum of 8 hours per month) of unpaid (however, employees may use accrued vacation or compensatory time) participation per calendar year to participate in children's school activities, including licensed day care. Employees are required to provide reasonable notice and, if requested, documentation.

SECTION 4.11 JURY DUTY

- A. Any employee covered by this agreement who is summoned for jury service at any court during regularly scheduled hours of work will be entitled to regular compensation. Jury service fees other than mileage reimbursement must be deposited according to procedures as described in Administrative Rules in order to qualify for regular compensation. The amount of time allowed for jury service for an employee will correspond to the minimum time required by law.

Employees who serve on jury duty on their modified work schedule day off do not receive any extra pay for the day. They are, however, entitled to the jury service fee for that day.

SECTION 4.12 TOOL ALLOWANCE

Employees covered by this Agreement who are required by their department head to use their own tools in the performance of their duties shall be paid the same tool allowance as employees in the Crafts and Trades Representation Unit.

SECTION 4.13 LICENSES

- A. Employees who are required by their department head to possess a commercial driver's license shall be reimbursed of the full cost of obtaining the required license(s).
- B. The Park Services Supervisor (designated Pest Control Advisor) who is required by the department head to possess a valid State of California Pest Control Advisor License shall be reimbursed for the full cost of obtaining the required license.

SECTION 4.14 UNIFORM ALLOWANCE

The City shall pay a uniform allowance in September of each year as follows:

1. \$500 voucher for employees in the classifications of Transit Supervisor, Animal Control Supervisor and Police Operations Supervisor.
2. These amounts will be prorated for actual time of employment.

ARTICLE 5 - SPECIAL COMPENSATION PROVISIONS

SECTION 5.1 OVERTIME COMPENSATION

A. Rate:

Employees shall be compensated by pay at the rate of 1½ times the regular hourly rate of the employee for hours worked in excess of eight hours in any one work shift or 40 hours in any one week.

Employees covered under this Agreement who participate in the 9/80 modified work week shall receive compensation by pay at the rate of 1½ times the regular hourly rate of the employee for hours worked in excess of the regularly scheduled work shift or 9/80 work week.

Employees covered under this Agreement who participate in a 4/10 work week shall receive compensation by pay at the rate of 1½ times the regular hourly rate of the employee for hours worked in excess of the regularly-scheduled work shift or 4/10 work week.

B. Compensatory Time:

An employee, subject to department head approval, may select to take compensatory time off at time and one-half of overtime worked. Such compensatory time can be accrued to maximum of 80 hours. In addition, compensatory time may be cashed out or deferred on an annual basis. Election must be made prior to December 1 and payment will be made prior to December 15 of each year.

C. Computation:

Overtime shall be computed for actual time worked except call out described in Section 5.6.

D. Claims for Compensation:

Overtime worked must be reported to the Finance Director within 25 calendar days after the end of the pay period in which the services were rendered.

E. For overtime on a project that starts during the employee's regular shift and continues into overtime, the following shall apply:

Employees who are working on a project at the end of the work shift shall first be offered the overtime assignment. If the employee does not accept the offer of overtime, then overtime will be offered to the employees in the same classification in accordance with their appointment date to that classification within the section/division/department.

F. Court stand-by compensation for Identification Analyst:

Employees in the classification of Identification Analyst placed on call at home for a court appearance shall be compensated at straight time rates for a minimum of two hours or for the actual hours spent "On-Call" if more than two hours, less one hour for lunch if scheduled for a full day.

To be eligible for such compensation, employees must follow and comply with the policy and procedures as outlined in the Police Department Staff Order 98.02, Subpoena and Court Overtime Procedures.

- G. When an employee who is scheduled for overtime work not contiguous to the regular work shift is not able to perform the duties required due to circumstances beyond the control of the employee, such employee shall be compensated for the regular overtime rate for a minimum of two hours. If said overtime is scheduled after 12:00 midnight and before 5:00 a.m., such minimum shall be increased to 3 hours.

SECTION 5.2 MOVE UP ASSIGNMENT

A. Objective:

The objective of this section is to provide a manner of paying employees for work done and responsibilities assumed when an employee is moved up to a higher classification during a temporary absence of another employee.

B. Assignment:

1. When an employee is temporarily absent from his/her job, another employee may be assigned by the department head or his/her designee to do the work of the absent employee.
2. The assigned employee need not possess the minimum qualifications for the position of the absent employee unless a specific license or certificate is required to legally perform the move up assignment. The department head will certify that the assigned employee is capable of performing the work of the absent employee.
3. An employee with a below standard evaluation for the preceding six (6) month period will not be considered. In the absence of a performance evaluation for this period, the employee's performance shall be based upon their last evaluation. If the employee's performance evaluation is due but not yet completed, the employee shall be considered "Standard" pending the completion of the outstanding evaluation and shall be eligible for move-up providing the department head certifies that the employee is capable of performing the required work.
4. The department head may permit the position to remain temporarily vacant.
5. An employee may decline a move up assignment subject to subsection e.

C. Duration of Assignment:

Any employee moved up pursuant to this Section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:

1. Each such assignment shall not exceed ninety (90) days' duration.
2. If the work is not performed in a satisfactory manner, the department head may remove the employee who has moved up and move up another employee to replace him/her or leave the position unfilled.

D. No Probationary Period Credit:

Time served by an employee assigned to a higher class under the provisions of this Section shall not be credited toward that employee's probationary period in the higher class.

E. Priority for Move up Assignment

1. Move-up will be done on a rotational basis, as follows:

Priority 1:

If a current Civil Service list exists, priority will be given to employees in the same department and division regularly employed in a lower classification who are among the first five (5) on the eligible list for the temporarily vacant position. Move-up assignments shall be rotated among the five (5) on the list, with each assignment counting as one "turn", irrespective of the length of the move-up.

Priority 2:

If no current Civil Service lists exists, move-up will be done on a rotational basis, using at least the top 30% in seniority of the next lower classification in the career ladder (and no less than three employees) within the same division or work group.

2. For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.
 3. Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a "Move-up Interest Form" provided by the department. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.
 4. Employees who have indicated that they do wish to be considered for move-up by completing the departmental "Move-up Interest Form" but who turn down move-up opportunities will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.
- F. Absence of Moved Up Employees:
If a moved up employee is absent, another employee may be assigned during such absence, subject to all provisions of this Section.
- G. Move Up Pay for Vacant Position:
1. Except as provided in subsection G), an employee moved up pursuant to this Section shall be paid for all days worked in the higher class at a salary rate of the lowest step of the class or the lowest step for such assigned position which will give the employee five percent (5%) more than the current base salary of that employee, whichever is the higher within the base pay range for the class, to which shall be added earned longevity pay increments.
 2. For the purpose of this Section, one shift shall constitute a day.
 3. The department head or designee must authorize move-up.
- H. In the event there is no employee in the next lower class willing to accept a move-up assignment, the department head may then move to the class below and offer the assignment to employees on a seniority basis.

SECTION 5.3 NIGHT SHIFT DIFFERENTIAL

- A. All full-time employees covered by this Agreement who are assigned to night shifts shall be paid at 5% above their average base hourly pay. A night shift shall be defined as a shift in which one-half or more of the shift is scheduled to work after 4 p.m. In addition, employees who are required to work a shift where $\frac{1}{2}$ or more of the shift is after midnight shall receive 7½% night pay. Such premium shall not be paid on top of overtime pay.
- B. Effective March 19, 1995, for the Senior Librarians assigned to branch libraries, a night shift shall be defined as one half of the shift scheduled to work after 3 p.m., so long as branch operating hours are modified due to budgetary constraints.
- C. Effective October 8, 2000, Senior Librarians assigned to night shifts as defined in Section B above, shall be paid 10% above their average base hourly pay.

SECTION 5.4 SUPERVISORY PAY POLICY

A supervisor shall receive no less than 5% over the base pay of any employee supervised.

SECTION 5.5 MINUTES OF PROCEEDINGS

Employees covered by this Agreement who are assigned to take minutes at evening meetings of the City Council, Boards or Commissions, shall be paid at the overtime rate per hour provided that no such payment shall be less than fifteen dollars (\$15.00).

SECTION 5.6 CALL OUT

Any employee who is called out after regular working hours to respond immediately for emergency work shall be compensated at a double time rate for the first two hours with a guaranteed minimum of two hours. Such minimum shall be increased to three hours if an employee is called out after 12:00 midnight and before 5:00 a.m.; provided, however, that call out work in excess of the first two hours will be compensated at the regular overtime rate.

Availability for emergency call out shall be determined by departmental rules and regulations.

In the event of a lack of response to emergency situations, the City shall take whatever steps are necessary to maintain appropriate service levels to the public.

ARTICLE 6 - WORKING CONDITIONS

SECTION 6.1 HOURS OF WORK

- A. Effective February 6, 1994, all employees covered by this Agreement are on a 9/80 modified work week schedule, with the exception of those employees who are not currently on a modified work schedule.
- B. Employees covered under this Agreement who are not on a modified, 9/80 or 4/10 work week schedule shall normally work a five (5) day, forty (40) hour workweek.
- C. Effective February 6, 1994:
 - 1. Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation:
Monday through Thursday: 7:30 a.m. - 5:30 p.m.
Alternate Fridays: 7:30 a.m. - 5:30 p.m.
 - 2. Other City divisions not located in the City Hall complex may modify schedules for work groups to operate on either a 9/80 "Open" or 9/80 "Closed" schedule that does not conform to the above, or a 4/10 modified work week.
 - 3. The City will continue to work toward the implementation of a modified work schedule in the departments which do not currently operate under the 9/80 program.

SECTION 6.2 LUNCH PERIODS

Employees covered by this Agreement shall be entitled to a lunch period not to exceed one hour per regular work day or regular work shift.

- A. Such lunch periods shall be without pay, as specified under Hours of Work, and may not be accumulated.
- B. There shall be no restrictions on the employee during such lunch periods unless compensated for as overtime.

- C. The amount of time for lunch period and the procedure for taking a lunch period shall be determined by departmental rules and regulations.

SECTION 6.3 REST PERIODS

Employees covered by this Agreement may be allowed a 15-minute rest period in accordance with departmental rules and regulations during each half of the regular workday or regular work shift. In such cases:

- A. These rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- B. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- C. Rest periods shall be taken at or near the work site.

SECTION 6.4 INDUSTRIAL SAFETY

- A. City Driver Physicals:
The City shall provide required medical examinations at a City-designated medical facility where required operators license makes such necessary. Drivers with a Commercial Driver License are required to submit to the required medical examination at a City-designated medical facility.
- B. Safety Shoes:
Employees covered by this Agreement who are required by their department head to wear safety shoes or boots shall be paid the same as for employees in the Crafts and Trades representation unit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes or boots while on the job.
- C. Where the medical condition of an employee is such that he/she can no longer safely carry out the duties of his/her classification, Management and the employee's representatives of mid-management shall jointly seek alternative employment for the employee within the City where possible.
- D. Employees who are covered by this agreement who are required by their department head to wear safety glasses and currently wear prescription safety glasses. Glasses may be purchased and/or replaced every other year, upon receipt of a licensed ophthalmologist examination to a maximum of \$140.

SECTION 6.5 CLASSIFICATION STUDIES

- A. The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.
- B. The parties agree that changes in class specifications are within the scope of the Meyers-Milias-Brown Act. The City will notify TPSA in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. TPSA will be invited to give input into the formulation of the revised specifications via meetings between the City and TPSA. After the proposed revised specification is drafted, the City will submit the revision electronically to TPSA for review, redlining and modifications. Within 30 days, TPSA may then request additional meetings with a City representative to meet and confer over the revised class specification and possibly salary adjustments if warranted. Upon conclusion of these meetings or at the end of a 30 day period, the City may alter the proposed class specification or may send the revised specification as originally developed to the Civil Service Commission. However, if differences persist between the class specifications proposed by the City and TPSA, then both versions will be sent to the Civil

Service Commission to discuss and decide which class specifications will be adopted. If either side is dissatisfied with the outcome of the Commission, the City or TPSA may present its position to the City Council.

The Council item will include TPSA's position as an attachment. The Human Resources Department will notify TPSA of the scheduled City Council meeting four weeks in advance. TPSA must submit its position in writing (or electronically) to the Human Resources Department two weeks prior to the scheduled City Council meeting.

- C. In the event that the modification of a class specification shall result in the consolidation of two or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.
- D. In the event that the modification of a class specification shall result in the consolidation of two or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.

SECTION 6.6 LEAVES OF ABSENCE

A. Leave Without Pay

- 1. A leave of absence without pay not to exceed five working days may be granted to any employee by the department head.
- 2. A leave of absence without pay for more than five working days may be granted to any employee by the City Manager.
- 3. Notwithstanding any other provision of this contract, no leave or combination of leaves shall be granted for more than a total of eight months. The 12-month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken. The single injury or illness shall be defined as in Attachment A."
- 4. An employee must have completed his or her original probationary period before being eligible for consideration of a medical leave of absence of more than 30 days.
- 5. A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to State, County, Federal, or local agency.

B. Application for Leave of Absence

A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of the leave, upon forms supplied by the City.

C. Refusal of Leave of Absence

The department head or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence shall not be unreasonably denied except where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated.

- D. **Holding Position Open**
Upon the expiration of a leave of absence duly granted in accordance with the provisions of this section, an employee shall be returned to the same position or class of position as he occupied when the leave of absence was granted.
- E. **Medical Examination at Termination of Leave**
Upon the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has determined that the employee is unable to return to work, he will not be returned to work but shall have the right to submit the matter through the Civil Service Commission.
- F. Any employee terminating or retiring at the end of the eight month medical leave of absence shall be paid an amount equal to four months of City health insurance contribution (including health contribution and City supplemental). Such amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount subject to 1099, defer the funds to the City 457 plan within the plan guidelines, or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.
- G. **Military Leave of Absence**
A leave of absence for military employment shall be granted to any employee as required by the laws of the United States or the State of California. An employee covered by this Agreement who leaves or has left City service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him/her, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which he/she would have been entitled had his/her service with the City not been interrupted by such Federal service.
1. Employee makes a written application to the City within forty (40) calendar days following release from active military employment;
 2. Employee furnishes the City, for its inspection, a certification of honorable or general discharge with the Armed Forces; and
 3. Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the essential duties of such position.
- H. **Family Leave**
1. As required by State and Federal law, the City will provide family leave for eligible employees. To be eligible, an employee:
 - a. Must have been permanently employed by the City for at least 12 months and have worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.
 - b. Must have been permanently employed by the City on a half-time basis for at least 12 months and have been employed for at least 1,040 hours during the 12 month period immediately preceding the commencement of the leave.
 2. Family leave is permitted for the following reasons:
 - a. Birth of a child or to care for a newborn of an employee;
 - b. Placement of a child with the employee for adoption or foster care;
 - c. Need to care for a child, parent or spouse who has a serious health condition;

- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
3. Employees who meet eligibility under Section 1(a) are entitled to a total of 12 work weeks during any 12-month period. Employees who meet eligibility under Section 1(b) are entitled to a total of 6 work weeks during any 12-month period. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.
4. During a family leave, an employee may concurrently use other accrued paid leaves in connection with the leave.
5. The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 6.7.
6. Rights and obligations which are not specifically set forth in this section are set forth in the City's statement of Family Leave Policy and in the California Fair Employment and Housing Commission and the Department of Labor Regulations implementing State and Federal family leave acts.

SECTION 6.7 DISCIPLINARY PROVISIONS

An employee may be suspended without pay, demoted, or discharged for just cause. Employees, other than probationary, shall have the right of appeal provided under Civil Service Rules and Regulations and the Torrance Municipal Code.

SECTION 6.8 TRANSFERS/LATERAL/MEDICAL LATERAL TRANSFERS

A. Lateral transfer:

1. A permanent employee in a representation unit represented by TPSA may make him/herself eligible for lateral entry into a classification in representation units represented by TPSA whose salary range is equal to or less than that of the classification of position presently held by the employee. Salary ranges shall be considered to be equal if there is no more than a 7.5% difference in the highest steps in the two classes.
2. When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:
 - a. No promotional list exists for the position.
 - b. The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
 - c. The City Manager concurs in the lateral appointment.
 - d. Priority of consideration shall be on the basis of seniority subject to the above.
 - e. Such lateral appointment of the employee shall be subject to a 180-day period to verify this competency in the new position.

The employee shall receive a progress report from the department head at the end of each 30 day period. If an employee does not receive a satisfactory progress report, he shall be returned to his previous status.

3. The approval and verification of department head and the City Manager shall be final.

4. If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the higher.
- B. Transfer (In Class)
 1. Employees who make in-class transfers shall be subject to a six-month probationary period.
 2. Items 1, 2, 3, 4 above shall apply.
 - C. Medical Lateral Transfers
 1. Employees who are subject to medical lateral transfers shall be subject to a six-month probationary period.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 NONDISCRIMINATION, EQUAL OPPORTUNITY, AND SEXUAL HARASSMENT

- A. The City and TPSA support the concept of equal employment opportunity.
- B. Neither the City nor TPSA shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C. The City and TPSA agree that they will work to ensure a working environment free of discriminatory harassment.
- D. The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on-the-job training and other training opportunities.
- E. This section is expressly non-grievable. Any violation will be redressed through the City Discrimination Policy.

SECTION 7.2 MANAGEMENT RIGHTS

Section 14.8.4 of the Torrance Municipal Code is incorporated herewith in its entirety.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 SECURITY PROVISIONS

- A. The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.1. The provisions as noted in the remainder of Section 8.1 are mandatory for employees in classifications in the professional unit and optional for employees in classifications in the supervisory and confidential units.
 1. Each employee in this bargaining unit who is not on a leave of absence shall either become a member of TPSA or pay to TPSA a service fee of ninety percent (90%) of the monthly dues and general assessments of TPSA for the term of this Memorandum of Understanding, or in the case of religious objection (see section b) pay an amount equal to the service fee to a non-denominational charity. Such amounts shall be determined by TPSA and shall be implemented by the City in the first payroll period following written notice of a new amount.

2. The City and the TPSA shall jointly notify all new employees of the representation unit that they are required to pay dues, service fee, or make a charitable donation, and that such amounts will be automatically deducted from their paychecks.

3. Notification of new employees

An authorization card will be distributed by the City during the new employees orientation meeting which occurs on the first Monday of each month. The card will state that there are three options for employees in classifications covered by this agreement: To pay full dues, to pay a service fee of 90% of the dues amount, or to make a contribution to a non-denominational charity due to religious objection.

The card will also state that failure to sign will result in automatic deduction of the service fee amount.

The employee has the opportunity of changing this choice on the card one time during the month of November each year.

- B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be not required to join or financially support TPSA. Such employees shall in lieu of the agency shop fee, donate an equal amount to a non-labor, non-religious charitable fund exempt from taxation under Section 501C of the Internal Revenue Service Code, which has been selected by the employee from a list of such funds designated by the United Way charity. Such alternate contribution shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to TPSA.
- C. TPSA agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor TPSA shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.
- D. TPSA shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public accountant.
- E. This section shall apply to all current employees effective October 6, 2002. Current employees who do not make a status selection effective November 8, shall automatically default to the service fee. Transfers into positions covered by the TPSA shall have 30 days from the date of transfer to make their selection of membership status. New hires into the City shall have 30 days to select membership status.

ARTICLE 9 – GRIEVANCES

SECTION 9.1 DEFINITION OF GRIEVANCE

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices or procedures within the scope of this Agreement affecting employee's wages, hours and working conditions.

SECTION 9.2 SCOPE OF GRIEVANCE PROCEDURE

This procedure shall be used to resolve every grievance for which no other methods of solution are provided by law; provided, however, that it shall not include a complaint arising from disciplinary action.

SECTION 9.3 PROCEDURE

A. First Step: Supervisory Level

1. The grievance must be presented in writing on a form provided by the City. The first section of the form must be completed fully by the employee or representative. If the grievant fails to set forth the specific rule, policy, practice or procedure violated, the grievance will be rejected and cannot be processed further. In addition, the employee must provide the specific facts (i.e., place(s), names of parties involved, witnesses, etc.) which support the alleged violations, the time and date the alleged violation occurred and the remedy sought. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
2. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor at a time and place to be determined by the City, taking into consideration the employee's regularly-scheduled shift and/or working hours. If the employee is not available for the time and date initially proposed by the City, the City shall provide the employee with two alternative dates and times.
3. The immediate supervisor may ask for a superior to participate.
4. If a grievance is not resolved by the end of the fifth full working day after the meeting with the immediate supervisor, the employee may within ten working days appeal in writing to the department head on a form provided by the City.
5. If a grievance is against a department head, the employee shall appeal in writing to the City Manager.

B. Second Step: Department Head Level

1. The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's department head, or City Manager if grievance is against department head, at a time and place determined by the City, taking into consideration the employee's regularly-scheduled shift and/or working hours. If the employee is not available for the time and date initially proposed by the City, the City shall provide the employee with two alternative dates and times.
2. The department head may require the employee's superiors to be present at such conference.
3. If the grievance is not resolved by the end of the fifth full working day after the hearing with the department head, the employee may within ten working days appeal in writing to the City Manager.

- C. Third Step: City Manager Level
 - 1. The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee at a time and place to be determined by the City, taking into consideration the employee's regularly-scheduled shift and/or working hours. If the employee is not available for the time and date initially proposed by the City, the City shall provide the employee with two alternative dates and times.
 - 2. The City Manager may require the department head to be present at such conference.
 - 3. If the grievance is not satisfactorily resolved by the end of the 5th full working day after the hearing with the City Manager, the employee may within 10 working days appeal in writing through the City Manager for binding arbitration.
- D. Fourth Step: Grievance Board
 - 1. As soon as is practical, and in no case later than 21 days after receipt of an appeal, the City Manager or a designee shall call the parties together for the selection of the grievance board.
 - 2. The board shall be made up of one TPSA board member chosen by the aggrieved employee, one member chosen by management, and a third who shall be chairperson. The third member of the board shall be impartial; and if the parties cannot agree upon a chairperson, the chairperson shall be selected from a list submitted by the American Arbitration Association or by the State Conciliation Service. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
 - 3. The decision of the board shall be final, but shall not add to or otherwise modify the language of this Agreement.

SECTION 9.4 GENERAL GRIEVANCE PROVISIONS

- A. All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and the management representative involved. The extension shall be done in writing.
- B. The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C. Cost of arbitration shall be equally shared by the City and TPSA.
- D. A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance
- E. All grievances must be on a form provided by the City.
- F. The grievant is entitled to competent representation of his/her choice.
- G. Employees are assured freedom from reprisal for using this grievance procedure.

- H. An employee who has initiated a grievance or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.
- I. All parties participating in the grievance process shall be required to produce truthful information.
- J. The grievant and his/her representative shall participate in good faith at each step of the process. Failure to do so may result in the grievance being denied.
- K. If the City fails to respond within the time lines as set forth above, the grievant may proceed automatically to the next step.
- L. At each level of the grievance, the management representative shall indicate whether the grievance is being denied, rejected as not being grievable, or that is not within the scope of that person to remedy, or that there was no violation.

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

An amount equal to eight work shifts per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. This time must be requested in advance and if the representative's supervisor has not given prior approval, the leave may not be taken. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year cannot exceed ten shifts (or 90 hours). This time would apply to all employee association related business on and off site.

SECTION 9.6 RELEASE TIME

The City recognizes that employees and representatives of the Association are entitled by law to reasonable release time for many purposes. The purpose of this provision is to memorialize the parties' intent with respect to use of reasonable release time.

Use of release time is necessary for the Association to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely informed of the use of release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article.

The parties agree that Employees will utilize the form attached to this agreement as Attachment G to provide notice of their request to use release time. Release time will not be unreasonably denied.

- A. Negotiations: If negotiations are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If negotiations are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one half ($\frac{1}{2}$) hour before and one (1) hour after.

- B. Hearings: Release time is available for time spent in hearings (e.g., PERB, discipline, grievances), preparing for hearings, and traveling to such hearings. It is expected that employees who are using release time for these purposes will complete and submit the Release Time form with sufficient notice to minimize impact to operations. If a hearing is set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance.

- C. Meetings to Represent Employees: There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.
- D. Releases shall only for those employees requiring release from actual schedule hours of work.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 MANAGEMENT TRAINING

The training fund shall be made available for use by the Torrance Professional and Supervisory Association. Any unused portion of the amount will continue to be carried over until such funds are depleted.

In addition, the total yearly training allocation shall be \$100.00. Training funds shall be used for group training or as individual training. Individual training grants could be used for short seminars or workshops by professional organizations or for college courses. The TPSA Board shall approve the matching grant up to the economic limit of the available fund, and will be considered on a first come, first served basis.

Management concurs in concept of a one half (½) day management seminar which the employees may attend on City time.

TPSA should use the Human Resources Department as a resource on available training courses.

SECTION 10.2 PROBATIONARY PERIOD

- A. There shall be a one year of service probationary period for all original appointments to the classes covered by this Agreement and 6 months of service for all promotional appointments.
- B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.

SECTION 10.3 JOB ACTION

- A. TPSA and its members agree that during the term of this Agreement, there shall be no strike, slowdown, blue flu or other concerted job action.
- B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of TPSA provided the employee organization promptly and publicly disavows such unauthorized action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the employee

organization notified the City in writing, within 48 hours after the commencement of such job action, what measures it has taken to comply with the provisions of this Section.

- C. In the event such actions by the employee organization have not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 10.4 LAYOFF PROVISIONS

A. Prerequisite for Layoff

When, as a result of a cutback in personnel, it becomes necessary to initiate a layoff of employees covered by this Agreement, the following shall be the prerequisite to such a layoff:

1. All temporary, seasonal and/or recurrent, and probationary employees have been released from the class.
2. If there is a cutback within a specific classification, employees shall be transferred across departmental lines based upon total class seniority.
3. Management will meet and consult with the representatives of TPSA over alternative courses of action to avoid such layoff.
4. Notice of actual layoff shall be given no less than three (3) working days before the date of implementation. Such shall include:
 - a. Classification where the layoff is to occur;
 - b. Seniority list by total continuous City seniority of employees in the affected class;
 - c. List of all current City vacancies in classes represented by TPSA;
 - d. Separate notice to any employee in the class who has two or more Below Standard ratings within the previous two years.

B. Order of Layoff

In case there are two or more permanent employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced according to the last four efficiency ratings on file, as follows:

- First: All employees having Unsatisfactory ratings;
- Second: All employees having Below Standard ratings;
- Third: All employees having Standard, Above Standard, or Outstanding ratings.

Employees within each category shall be laid off in inverse order of seniority in the classified service.

C. Ties in Efficiency Ratings and Seniority

In case of a tie affecting two (2) or more employees in the same category who have the same seniority, the employee with the lowest average efficiency rating shall be laid off first. If a tie still exists and said persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was the lower on said eligible list shall be laid off first, but if the appointments were not made from the same eligible list, the person who has the least seniority in the class from which layoff or reduction is made shall be laid off first. If a tie exists in seniority in the position, then that person who was appointed from the later eligible list shall be laid off first.

D. Reduction in Class

The City may make reductions in class and thereby cause layoffs only in the lower classifications.

- E. Bumping Rights
1. An employee designated for layoff may choose voluntary reduction of class so as to avoid layoff.
 2. Such voluntary reduction may be to a class of previous standing or to a lower class in the same occupational grouping.
 3. If the voluntary reduction causes a layoff in the lower class, such layoff shall follow the provisions of this Section.
- F. Re-employment List and Restoration
1. Re-employment List: The names of persons laid off or rescued in accordance with this Section shall be entered upon a list in the inverse of the order specified in Section 10.4 b), except that persons whose record of employment has not been satisfactory shall be omitted from the re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position for which qualified before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available and who was laid off from a position in that department. If no one was laid off from the department in which the appointment is to be made, then the appointing authority shall appoint any one of such persons; if only one, he shall appoint that one.
 2. Name Removal: Names of persons laid off or reduced in lieu of layoffs shall be carried on a re-employment list for two (2) years, except that the names of persons appointed to permanent positions of the same level as that from which laid off shall, upon such appointment, be removed from the list. Persons reduced or re-employed in a lower class or re-employed on a temporary basis shall be retained on the list for the higher position for two (2) years.
 3. Restoration to Re-Employment List: The name of any person who has been appointed to a permanent position from a re-employment list and who is separated from the service without delinquency or fault on his part, may, at the discretion of the Civil Service Commission, be restored to the re-employment list. This restoration, however, shall not have the effect of extending the time the employee may be carried on the re-employment list beyond the two (2) years from date of original separation.
- G. Layoff From Other Representation Units
- In the case of a layoff in a classification not covered by this Agreement, an employee who had previous permanent employment in a classification covered by this Agreement shall have the same rights as employees covered herein provided, however, that such an employee's seniority shall be based solely upon total City service in classifications covered by this Agreement.

SECTION 10.5 SHIFT IN REPRESENTATION

Any employee assigned to this representation unit by the Employee Relations Committee of the Civil Service Commission shall assume the benefits of this representation unit, with necessary changes to base compensation made accordingly.

SECTION 10.6 INACTIVE STATUS

Subject to the approval of the employee's department head, the City Manager and the Civil Service Commission, an employee may request inactive status.

- A. Such a request must be made before the termination of an employee or within thirty (30) days of such termination.
- B. The inactive status shall continue for no more than one (1) year.
- C. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligibles for a vacant position in the classification from which he/she was terminated.

All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 10.7 PROVISIONS EFFECTIVE

This Agreement shall be effective from the date of its approval by the City Council and until June 30, 2012, unless superseded by a subsequent Agreement. Such agreement may be reopened for further meeting and conferring, and may be continued or modified by the consent of both parties.

ARTICLE 11 - CONTINUED DISCUSSIONS/MEETINGS

SECTION 11.1 MONTHLY MEETINGS

- A. Management and TPSA can agree to meet monthly to discuss any issues which may be brought forward by either party. Any meeting may be canceled or rescheduled by consent of both parties.

SECTION 11.2 INTEREST BASED BARGAINING

As outlined under continued discussions, mutually-agreed to topics may be added to the interest based bargaining process.

ARTICLE 12 – NOTICES

SECTION 12.1 NOTICES

- A. Notices to City: The address for all notices (hereinafter defined) given by Association to City shall be:

City Manager's Office
Attn: Chief Labor Negotiator
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Fax: (310) 618-5891

- B. Notices to Association: The address for all notices hereunder given by City to the Association shall be:

TPSA President
3031 Torrance Boulevard
Torrance, CA 90503
Fax (310) 618-2848

- C. In January of each year the Association shall provide to the address shown in 12.1.A. above a contact for the Association. Included in that listing are those officers that are to be

noticed per this Section; included shall be the mailing or email address or both to be used for that notice. A fax number may be given if available. The contact for notice shall be updated by the Association annually.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this 28th day of June 2011.

APPROVED AS TO FORM:	<u>/s/ Frank Scotto</u>
JOHN L. FELLOWS III, City Attorney	Mayor Frank Scotto
	ATTEST:
by <u>/s/ Patrick Q. Sullivan</u>	<u>/s/ Sue Herbers</u>
Patrick Q. Sullivan, Assistant City Attorney	Sue Herbers, CMC
	City Clerk

TORRANCE CITY COUNCIL RESOLUTION NO. 2011-79

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Sue Herbers, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 28th day of June, 2011 by the following roll call vote:

AYES:	COUNCILMEMBERS	Barnett, Brewer, Furey, Numark, Rhilinger, Sutherland, and Mayor Scotto.
NOES:	COUNCILMEMBERS	None.
ABSTAIN:	COUNCILMEMBERS	None.
ABSENT:	COUNCILMEMBERS	None.

Date: <u>July 8, 2011</u>	<u>/s/ Sue Herbers</u>
	Sue Herbers, CMC
	City Clerk of the City of Torrance

ATTACHMENT A CATASTROPHIC LEAVE PROGRAM

Purpose

The purpose of this Catastrophic Leave Program is to allow employees to assist another employee during times of personal crisis when serious illness or injury has incapacitated him/her or a family member and the employee is therefore unable to work. It can also be used for employees who suffer catastrophic illness or injury who must undergo intermittent medical treatment such as chemotherapy. This program is solely for employees whose accrued leave balances have been exhausted.

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave hours (vacation, sick leave, compensatory time and/or administrative leave) to another employee when a catastrophic illness or injury occurs. A catastrophic illness or injury is defined as a serious health condition which substantially incapacitates an employee or qualifying family member, or which forces the employee or family member to undergo ongoing or lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, step parents, spouse, registered domestic partner, children and stepchildren.

An employee will not be eligible for catastrophic leave until he/she has exhausted all leave time, including sick leave, vacation, compensatory time and administrative leave.

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long-term disability benefits begin
- To supplement short-term and/or long-term disability benefits
- To cover the time used on unpaid Family Leave

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork² must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.

² Leave of Absence Paperwork consists of "Request for Leave of Absence" form and either a Physician Certification Form (for personal illness) or a "Family Medical Certification" form (for family illness).

5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.

Employees will not accrue vacation, sick leave, or service time while using donated hours.

8. Donated hours may not be converted to cash ("cashed down").
9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
 - The ill/injured employee returns to work full time, or
 - The 12 weeks of Family Leave have been exhausted, or
 - The ongoing, intermittent treatment program has been completed.

In these cases, any unused donated balances will be returned to the respective donating employees.

10. Any subsequent illness after the close of the bank will require a new request and approval.

Procedures / Guidelines for Donating Hours

1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.
2. Donations of Catastrophic Leave hours are made on a voluntary basis.
3. All donated time must be in increments of one hour or more.
4. Donations of leave hours, once used, are irrevocable and become part of the receiving employee's leave bank.
5. Employees with less than 40 hours of sick leave may not donate sick leave hours. This provision may be waived by the City Manager if a donating employee has given notice of terminating employment with the City and there is a current qualified Catastrophic Leave Bank recipient.

Confidentiality

To protect the confidentiality of the program, the names of individuals who donate will not be released. The exact amount of hours donated will be provided to the receiving employee upon request for the purpose of computing the length of time to be covered by the catastrophic leave bank.

ATTACHMENT B

PREMIUMS / CERTIFICATIONS FOR IT SPECIALIST, IT ANALYST AND SYSTEMS ANALYST

Employees are eligible for premiums up to a maximum of 15%.

Certificate	No. Of Exams	Notes	Classes Eligible and Premium Maximum
Certified Information Systems Security Professional (CISSP)	1	Requires minimum four years professional experience in the information security field or three years and a college degree. <ul style="list-style-type: none"> Complete Candidate Agreement, attesting to the truth of his/her assertions regarding professional experience and legally commit to adhere to the CISSP Code of Ethics. Successfully answer four questions regarding criminal history and related background. Pass the CISSP exam with a scaled score of 700 points or greater. Submit a properly completed and executed Endorsement Form. If selected for audit, successfully pass that audit of their assertions regarding professional experience. 	IT Analyst - 10% Systems Analyst – 10%
Certified Project Management Professional (PMP)	1	Applicants must have: <ul style="list-style-type: none"> 35 hours of specific project management education: Bachelor's Degree (or the global equivalent): Minimum three years professional project management experience, during which 4,500 hours are spent leading and directing project tasks, up to eight years from the time of application. Without a Bachelor's Degree (or the global equivalent): Minimum five years professional project management experience, during which at least 7,500 hours are spent leading and directing project tasks, up to eight years from the time of application. Four-hour examination composed of 200 multiple-choice questions 	Systems Analyst – 5% (CAPM and PMP premiums cannot be combined as the CAPM is a non-required step toward PMP. An employee must complete one or more projects as the designated project manager at the City of Torrance after achieving the PMP before they are eligible for the PMP premium.)
Certified Associate in Project Management (CAPM)	1	Applicants must have: <ul style="list-style-type: none"> Minimum of a high school diploma or the global equivalent 1,500 hours of work on a project team or 23 contact hours of project management education. Three-hour, 150-question, knowledge-based examination that uses the <i>PMBOK® Guide</i> as its source. 	Systems Analyst – 2.5%
Master CIW Enterprise Developer	8	CIW Associate is a prerequisite.	IT Analyst – 10% for four exams
Master CIW Website Manager	5	CIW Associate is a prerequisite.	IT Analyst – 10% Systems Analyst – 10%
Master CIW Designer (Certified Internet Webmaster)	3	Computer-based training – 60 hrs. Instructor Training – 15 days, three tests	IT Specialist 7.5%
CIW Security Analyst	1	Prerequisite is possession of one of the following certificates: MCSA, MCSE, MCSE 2000, CNE 4, CNE 5, CCNP, CCIE, LIP Level 2, SAIR Level 2, LCE	IT Analyst – 2.5%

ATTACHMENT B

CISCO CERTIFICATIONS

Only the highest certification in this track will be awarded the assigned premium.

Certificate	No. Of Exams	Notes	Classes Eligible and Premium Maximum
ASSOCIATE			
CCDA	1 1 exam to recertify	Valid for three years. Premium cannot be combined with the CCNA premium. Only one Associate premium will be honored.	IT Analyst (Network) – 5% Systems Analyst (Network) – 5%
CCNA	1 1 exam to recertify	Valid for three years. Premium cannot be combined with the CCDA premium. Only one Associate premium will be honored.	IT Specialist – 5% IT Analyst (Network) – 5% Systems Analyst (Network) – 5%
PROFESSIONAL			
CCDP	4 1 exam to recertify	Valid for three years. Premium cannot be combined with CCNP or CCSP premium. Only one professional premium will be honored. The CCDP supersedes the CCNA premium.	IT Analyst (Network) – 10% Systems Analyst (Network) – 10%
CCNP	4 1 exam to recertify	Valid for three years. Premium cannot be combined with CCDP or CCSP premium. Only one professional premium will be honored. The CCNP supersedes the CCNA premium.	IT Analyst (Network) – 10% Systems Analyst (Network) – 10%
CCSP	4 1 exam to recertify	Valid for three years. Premium cannot be combined with CCNP or CCDP premium. Only one professional premium will be honored. The CCSP supersedes the CCNA premium.	IT Analyst (Network) – 10% Systems Analyst (Network) – 10%
SPECIALIST			
Cisco IP Telephony Design Specialist	2 2 exams to recertify	Valid for two years. A maximum of two Specialist premiums may be combined with the prerequisite CCDA premium. A maximum of one Specialist premium may be combined with a CCNP premium.	IT Analyst (Network) – 5% System Analyst (Network) – 5%
Cisco Firewall Specialist	2 2 exams to recertify	Valid for two years. A maximum of two Specialist premiums may be combined with the prerequisite CCNA premium. A maximum of one Specialist premium may be combined with a CCNP premium.	IT Analyst (Network) – 5% System Analyst (Network) – 5%
Cisco IPS Specialist	2 2 exams to recertify	Valid for two years. A maximum of two Specialist premiums may be combined with the prerequisite CCNA premium. A maximum of one Specialist premium may be combined with a CCNP premium.	IT Analyst (Network) – 5% System Analyst (Network) – 5%
Cisco VPN Specialist	2 2 exam to recertify	Valid for two years. A maximum of two Specialist premiums may be combined with the prerequisite CCNA premium. A maximum of one Specialist premium may be combined with a CCNP premium.	IT Analyst (Network) – 5% System Analyst (Network) – 5%
Cisco Advanced Wireless LAN Field Specialist	1 1 exam to recertify	Valid for two years. A maximum of two Specialist premiums may be combined with the prerequisite CCNA premium. A maximum of one Specialist premium may be combined with a CCNP premium.	IT Analyst (Network) – 5% System Analyst (Network) – 5%

ATTACHMENT B
MICROSOFT CERTIFICATIONS³

Certificate	No. of Exams	Notes	Classes Eligible and Premium Maximum
MOS (MS Office Specialist)	1 per specialty area	Word, Excel, PowerPoint, Access & Outlook	IT Specialist – 2% for each certification; additional 2% upon completion of each subject as a certified instructor for a total of 10%.
MCTS (MS Certified Technical Specialist)	1	Windows Mobile, Implementing & Managing	IT Specialist – 2%
MCSA (MS Certified Systems Administrator)	4 3 core exams 1 elective exam	5% - Upon successful completion of two of the four required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of remaining tests and certification.	IT Specialist – 5 – 10%
MCITP (MS Certified Information Technology Professional) (replaces MCSA certification above)	3 3 exams for Server Administrator	5% - Upon successful completion of two of the required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of the remaining test.	IT Specialist– 5 –10% IT Analyst– 5-10% Systems Analyst – 5 – 10%
MCSE (MS Certified Systems Engineer) <i>*Retain until 2008 conversion per language in footnote</i>	7 5 core exams 2 elective exams	7.5% - Upon successful completion of four of the seven required tests & proof of passing each test toward the version currently in use by the City. Additional 7.5% upon completion of remaining tests and certification.	IT Specialist – 7.5 – 15% IT Analyst – 7.5 – 15% Systems Analyst – 7.5 – 15%
MCITP (MS Certified Information Technology Professional)	5 5 exams for Enterprise Administrator	10% - Upon successful completion of three of the required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of the remaining test.	IT Specialist – 10 – 15% IT Analyst – 10 – 15% Systems Analyst – 10 – 15%
MCPD (MS Certified Professional Developer)	4 4 core exams	5% - Upon successful completion of two of the four required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of remaining tests & certification	IT Analyst – 5-10% (Applications) Systems Analyst – 5-10%
MCITP (MS Certified Information Technology Professional)	3 3 exams for Database Administrator	5% - Upon successful completion of two of the required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of the remaining test.	IT Analyst – 10% Systems Analyst – 10%
MCITP (MS Certified Information Technology Professional)	3 3 exams for Database Developer	5% - Upon successful completion of two of the required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of the remaining test.	IT Analyst – 5 – 10% Systems Analyst – 5 – 10%
MCITP (MS Certified Information Technology Professional)	3 3 exams for Enterprise Messaging Administrator	5% - Upon successful completion of two the required tests & proof of passing each test toward the version currently in use by the City. Additional 5% upon completion of the remaining test.	IT Analyst – 5 – 10% Systems Analyst – 5 – 10%

³ Premium is available for certification in the MS Operating System version currently in use by the City. As migration to a new version of MS Operating System is implemented, employees will have 18 months to obtain certification for the new version. If certification is not obtained within 18 months, the premium will be discontinued. Implementation is defined as three months before roll-out of new version and notice by the IT Director of the change.

ATTACHMENT C

WATER CERTIFICATION PROGRAM EFFECTIVE AUGUST 19, 2003

Members of the Torrance Professional and Supervisory Association shall seek to continue their education, improve their skills, keep themselves abreast of skills in their specific skill area, and obtain water certifications offered by the California Department of Health Services (CDOHS).

I. Training Program – Initial Certification

- A. When feasible, the City will bring in outside trainers for the initial training of various required modules, and conduct the training on-site at the City. The training classes will be conducted half on paid city time and half on the employees' unpaid time. These classes are voluntary for the Water employees.
- B. As soon as this agreement is signed by both parties, the Water Section will contact the trainers as to the timing of the classes and will transmit that information to the employees.

II. Certification Program

- A. The Senior Water Service Supervisor and the Water Service Supervisors who have obtained designated certifications issued by the CDOHS shall receive premiums as noted below with a maximum 15% attainable for an employee. The City shall provide the initial and ongoing test fees upon receiving a passing score for CDOHS certification examinations or fees associated with re-certification.
- B. Certificates must be maintained in accordance with re-certification provisions issued by CDOHS. (More information is included in Section I.)
- C. Current certification programs eligible for incentive premium pay include the following, with the premiums noted:

Water Service Supervisor		Senior Water Service Supervisor	
Certification	Premium Amount	Certification	Premium Amount
Water Treatment II	2.5%	Water Treatment III	2.5%
Water Treatment III	2.5%	Water Treatment IV	2.5%
Water Treatment IV	2.5%	Water Treatment V	2.5%
Water Treatment V	2.5%	Water Distribution IV	2.5%
Water Distribution III	2.5%	Water Distribution V	5.0%
Water Distribution IV	2.5%	Water Utility & Science Cert. ⁴	5.0%
Water Distribution V	5.0%	USC Cross Connection Control Institute Certificate ⁴	2.5%
USC Cross Connection Control Institute Certificate ⁴	2.5%		
Supervision of Cross Connection Control Specialist ⁵	2.5%		

Additional certification programs may be added to this list in the future.

⁴ Not included as part of the maximum 15% premium.

⁵ The training for this certificate will be offered to all supervisors or the Senior Supervisor on a rotating basis, but the premium will be paid only when supervising the AFSCME employee assigned to the specific work. Not included as part of the maximum 15% premium.

- D. Certificates must be maintained in accordance with CDOHS requirements. Failure to maintain a certificate for which an employee's receiving educational incentive pay shall result in the loss of the premium pay. In addition, failure to maintain required certification puts an individual in non-compliance with requirements of the position, and that person cannot perform work for the Water Section. Employees must monitor the CDOHS ongoing certification requirements as it applies to their situation. If an employee is aware that they will not be able to maintain their required certifications, they must notify their supervisor as soon as possible to develop a plan to transfer to another position in the City per the MOU. If no vacant position is available for transfer according to the MOU requirements, the employee is subject to termination.
- E. Certifications will be incorporated in class specifications.
- F. If the CDOHS further modifies the program at a later date, the representatives of management and TPSA shall meet and confer to establish the appropriate requirements and modifications to the job specifications.

ATTACHMENT D

REQUEST FOR RELEASE TIME FORM

In accordance with your MOU, the City and the Association have agreed to utilize this form for the use of all Release Time.

Instructions: Please e-mail this completed form to Releasetime@TorranceCA.gov and your immediate supervisor.

Date: _____

Employee: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

- ☐ Negotiations
- ☐ Hearing
- ☐ Meeting(s) to Represent Employees
- ☐ Executive Board Members (TME-TLEA-AFSCME only)

Employees on paid release time are required to limit their activities to matters within the course and scope of representation. The use of such time for personal or campaign activities is prohibited by law (California Government Code Section 8314).

ATTACHMENT E

PREMIUMS/CERTIFICATIONS FOR SUPERVISING ADMINISTRATIVE ASSISTANT AND SENIOR ADMINISTRATIVE ASSISTANT

Microsoft Office Certification	# Exams	Premium Eligibility	Pay for Premiums
Specialist Certification	1 per specialty area	Specialist Certification: Excel & PowerPoint	Specialist – 2.5% for each certification
Expert Certification	1 per specialty area	Expert Certification: Word	Expert – 2.5%

Employees are eligible for premiums up to a maximum of 5% with Department Head approval.

Premium is available for certification in the MS Office version currently in use by the City. As migration to a new version of MS Office is implemented, employees will have 30 months to obtain certification for the new version. If certification is not obtained within 30 months, the premium will be discontinued. Implementation is defined as a minimum of 25% of the PCs being upgraded with the new version and notice to the incumbents of the change.

ATTACHMENT F

MAXIMUM VACATION ACCRUAL TABLE

In accordance with the provisions of Section 4.7.F, the table below must be used for calculating the maximum accrual for vacation ONLY.

1. Commencing with the 1st year of service, at the rate of 8.67 hours per month of employment.
2. Commencing with the 3rd year of service, at the rate of 10 hours per month of employment.
3. Commencing with the 5th year of service, at the rate of 12.67 working hours per month of employment.
4. Commencing with the 10th year of service, at the rate of 16.02 working hours per month of employment.
5. Commencing with the 21st year of service, at the rate of 17.34 hours per month of employment.
6. Commencing with the 25th year of service, at the rate of 18 hours per month of employment.